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I. INTRODUCTION

This Personnel Appendix sets forth certain allowable costs by advance understanding for the Contractor human resource management policies and related expenses, which have cost implications under the contract. This cost understanding is subject to all applicable provisions of the contract and Department of Energy (DOE) Order 350.1.

The Contractor shall select, manage, and direct the work force and apply its human resource policies in general conformity with its private operations and /or standard industrial practice insofar as they are not inconsistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer are reviewed and approved prior to incurring costs.

Either party may request that this Personnel Appendix be revised and the parties hereto agree to give consideration in good faith to any such request. Revisions to the Personnel Appendix shall be accomplished by executing Reimbursement Authorization (DOE Form AD-36) as approved by the Contracting Officer. When revisions to this Appendix are approved, they will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page. Periodically as determined by the Contracting Officer, a complete revision to the Personnel Appendix will be published and incorporated by contract modification.

This Appendix A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Appendix A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer.

II. DEFINITIONS

For clarity and consistency of meaning and intent, the following terms are defined for use in this Appendix.

Accredited Service The continuous period of time during which an employee is engaged in any of the Contractor's operations, is eligible for Company benefits, and is in an active pay status, or is in approved leave of absence status without pay.

Under the Contractor's Health & Welfare and Leave Programs, the employee will be given credit for prior service within the limitations listed below:

Accredited service will be determined by the following methods:

Transitioning TRW and Yucca Mountain Project sub-contractor employees who transition to BSC at contract change-over: current company recognized service date.

BECHTEL and SAIC transferring employees: current company recognized service date.

Future hires: New hire date and/or adjusted Bechtel and/or SAIC service date, if applicable.

BSC Rehires: Prior BSC employees rehired within three years will be eligible for adjusted service credit.

Adjustment is a change in salary required to establish either internal or external equity.

Bargaining Unit Employees (Union Employees) Employees whose wages, hours of work and working conditions have been negotiated into labor contracts. Terms defining represented or union employees are further identified in the individual collective bargaining agreements.

Base Pay, Base Pay Rate and Base Hourly Rate Rate of pay per hour, per week, or per month, exclusive of any premium, but including any cost of living allowances (COLAs) established in any bargaining unit agreements established for each job classification in accordance with the approved wage and salary schedules.

Basic Workweek – Non Bargaining Employees - A 40-hour workweek. It may consist of five 8-hour days or a compressed work week schedule.

Bonus/Incentive (Employee) A reward, financial or otherwise, that compensates the worker(s) for high and/or continued performance above standards. An incentive also is a motivating influence to induce accomplishment or performance above normal.

BSC Bechtel SAIC Company, LLC, the Contractor.

Casual Overtime (a) Work in excess of the basic work week which is not scheduled in advance, or (b) regularly scheduled work in excess of 40 hours for a period of less than four consecutive weeks. Casual overtime is not reimbursed for grades 25-32.

CFR Code of Federal Regulations.

Compensation Increase Plan (CIP) A plan for establishing need and specifying distribution of compensation, described in terms of maximum dollar amounts and/or percentage of base payroll on an annualized basis to be allocated to employee groups for base pay increases or lump sum payments during a pay year. The amounts approved are for granting merit, promotion, adjustment/equity increases and bonuses.

Compressed Work Week Schedule A work schedule designed to allow employees to complete a 40 hour work week in fewer than 5 days by increasing the number of hours worked per day. A compressed work week may be expressed as a 4/40 (four work days normally consisting of 10 hours each to total 40 hours worked in a one-week period resulting in three days off during each work week) or a 9/80 (nine work days totaling 80 hours worked in a two-week period resulting in an alternating schedule of two consecutive days off and three consecutive days off).

Contracting Officer Refers to DOE Contracting Officer.

Contractor Refers to Bechtel SAIC Company, LLC (BSC). The responsibilities and authorities specified in this Appendix for the "Contractor" shall be exercised by the general manager of BSC or his authorized representatives.

DOE Refers to the U.S. Department of Energy, Office of Civilian Radioactive Waste Management.

Employee A person hired by and working for the Contractor. All employees are employed at will and this employment relationship can be ended with or without cause at any time by either the employee or the Contractor.

Employee Assistance Program A program of crisis intervention, assessment, referral, counseling, consultation and educational services concerning illegal drug use and other medical, mental, emotional, or personal problems of employees, particularly those which adversely affect behavior and job performance.

Employment Status

Full Time Employee Employment status of an employee regularly scheduled to work 40 hours per week.

Part Time Employee Employment status of an employee regularly scheduled to work less than 40 hours per week. Employees in this status are considered nonexempt for overtime purposes.

Temporary Employee An employee who is hired for a specified period of time. This employee may work full time or part-time and is eligible for legally required benefits only. All hours worked will be compensated as non-exempt.

Casual Employee An employee hired to work on a temporary basis or for a limited period of time not to exceed 1000 hours in a calendar year. Casual employees are paid on an hourly basis and receive legally required benefits only. Employment is offered with no expectation of continued employment. Casual employees may be called to work as needed and may work as many hours per week as necessary. All hours worked will be compensated as non-exempt.

Exempt (E) Employees Executive, administrative, and professional employees who are exempt from certain provisions of the Fair Labor Standards Act. They are in the Contractor's Salary Grades 28-32 and are not typically paid overtime.

Exempt Straight Time (EST) Employees Executive, administrative, and professional employees in Contractor's Salary Grades 25-27 are paid overtime at their straight time rate for all hours in excess of 40 hours in a workweek for extended work week hours that are scheduled and approved in advance.

Exempt Premium Overtime (EPO) Employees Executive, administrative, and professional employees in Contractor's Salary Grades 21-24 are paid overtime at one and one-half times their regular rate for all hours worked in excess of 40 hours in a workweek.

Extended Work Week A work week schedule of more than 40 hours per week which is expected to continue for four or more consecutive weeks.

Merit Increase is an increase in the salary of an employee based on prior performance within the established rate range of the job classification which is granted consistent with the Compensation Increase Plan (CIP).

Nonexempt (NEX) Non Bargaining Employees Employees who are subject to the minimum wage and overtime pay provisions of the Fair Labor Standards Act and who are not covered by a collective bargaining agreement.

Overtime Pay Payment for hours worked in excess of 40 hours within a regularly scheduled work week or for time worked on a holiday day.

Paid Time Off Time that will accrue as a benefit to the employee which may be used for vacation, religious observance, illness, or other need for personal time off from work. Time accrues in accordance with an increasing schedule for additional years of service.

Payroll Day A 24-hour period for purposes of determining pay.

Work Week Seven consecutive days (168 hours) typically extending from midshift Friday through midshift Friday.

Regular Employee An non-bargaining employee who is regularly scheduled to work more than 20 hours per week who is hired for an unspecified period of time.

Regular Rate The straight-time pay rate.

Regularly Scheduled Shift The normal hours of working time in each payroll day established for each employee.

Salary Range The range of pay rates, from minimum to maximum, set for a pay grade or job classification.

Straight-time Pay or Straight-time Earnings Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

Straight-time Rate The rate of pay per hour, per week, or per month obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.

Substance Abuse A health problem characterized by the use of a drug, alcohol or other substances in a manner or to a degree that violates the law, interferes with a person's health, interpersonal relations, or work performance.

Termination End of employee relationship because of resignation, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (not including disability absence where the employee is not removed from the payroll).

III. COMPENSATION

The contractor compensation program is governed by DOE Order 350.1 and all costs are allowable.

A. PAY POLICIES

1. Bargaining Unit Employee Compensation
The terms and conditions set forth in collective bargaining agreements (CBAs) and modifications thereto and established practices thereunder between the Contractor and recognized bargaining agents for its employees assigned to work under this contract (which involve expenditure of funds) constitute the allowable costs for bargaining unit members' compensation and benefits for reimbursement by DOE.
2. Compensation - Non-Bargaining
The objective of the compensation program is to provide a level of compensation which, within available funds, attracts, motivates and retains a competent workforce, maintains a competitive position to the labor markets in which the organization competes, reflects the worth of each position to the organization, and relates salary/wage increases to individual performance and position in salary range.
3. Compensation Increase Plan
Ninety days prior to the proposed implementation, the Contractor shall submit to the Contracting Officer an actual Compensation Increase Plan (CIP) and Salary Ranges for approval. The CIP will be developed and justified in accordance with DOE order 350.1 and requirements of DOE.

The approved compensation increase fund is calculated as a percentage of the exempt and nonexempt payrolls at the end of the prior salary year (expressed as an annualized amount) and shall be the maximum allowed for granting increases for employees based on merit, adjustments/equity, promotions, and bonuses.

All increases and bonuses are charged to the CIP fund on an annualized basis. Once an individual's salary increase and/or bonus is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase or bonus the portion of the fund allocated for that increase may remain in the fund.

The dollar amount of the fund shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

4. Approval of Individual Compensation Actions
Contracting Officer approval is required prior to reimbursement for initial and proposed changes to base salary and bonuses paid by BSC for the key personnel as identified in the Contract. The Contractor shall provide supporting justification related to internal and external equity as well as individual performance for each initial compensation or change. The Contractor shall submit the Application for Contractor Compensation Approval form, DOE F3220.5, thirty days in advance of the proposed effective date of the action. If circumstances warrant a notice of shorter than 30 days, the Contractor may request special consideration by the Contracting Officer.

No DOE funds shall be used for an Individual Compensation Action for Key Personnel prior to Contracting Officer approval.

B. PREMIUM PAY

1. Overtime

Eligible employees will receive overtime pay for hours worked in excess of the basic workweek. All overtime hours worked are subject to federal, state, and local labor laws. Overtime will be controlled by functional managers who must authorize any overtime before it is worked. Overtime will be governed by DOE Order 350.1, the Contractor contract clause Schedule I, Section I.64, and DEAR provisions on overtime management.

Authorized paid absences (PTO, Disability Sick Leave, Holidays, etc.) taken during a work week will not be counted as time worked for purposes of computing overtime pay for the scheduled work day or work week.

a. Exempt Employees

(1) Employees in Grades 21 through 24 (EPO):
Employees in grades 21 through 24 will be paid one-and-one half times their base hourly rate for any hours worked in excess of 40 hours in a work week. If required to work on paid holidays, these employees will be paid one-and-one-half times their base hourly rate for hours worked on the holiday, in addition to base pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.

(2) Employees in Grades 25 through 27 (EST):
Employees in grades 25 through 27 may be paid overtime at their base pay rate when a significant amount of time in excess of the regularly scheduled 40-hour work week is scheduled in advance, properly documented, and approved by the employee's immediate manager/supervisor in advance. This may apply when overtime is expected to continue for more than one week. Overtime pay will not be approved for casual overtime required to fulfill regular duties and responsibilities.

Employees in these grades who are required to work on a scheduled holiday will be paid at their base pay rate for all hours actually worked, in addition to the pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.

(3) Employees in Grades 28 through 32 (E):
Employees in grades 28 to 32 are not typically paid overtime. Under unusual circumstances, employees may be paid overtime at the employee's base pay rate when a significant amount of overtime in excess of the regularly scheduled 40-hour work week is scheduled, properly documented—including appropriate justification for an exception—and approved by the General Manager in advance. An extended workweek is a workweek scheduled and established in excess of the basic workweek of 40 hours and for a period of not less than 4 consecutive weeks. Employees in salary grades 28-32 on an approved extended work week will be eligible for additional pay at straight time rates.

Normally employees in these grades who are required to work on a scheduled holiday do not receive pay for that work. However, they may receive pay at their base pay rate for hours actually worked in addition to the pay for the holiday when the above overtime approvals have been granted.

- b. Nonexempt Employees (NEX Letter grades B through H):
Nonexempt employees will be paid one-and-one half times their base hourly rate for any hours worked in excess of 40 hours in a work week. Any nonexempt employee who is required to work on a paid holiday will be paid one-and-one half times their base hourly rate for hours worked, in addition to the base pay for the holiday. Time worked on a holiday will be counted in the computation of the 40-hour work week.
- c. Overtime Pay—Training Programs (grades B through H and 21 through 24):
Attendance at lectures, meetings, training programs and similar activities outside the employee's regularly scheduled 40 hour work week will not be counted as time worked if all of the following criteria are met:
 - (1) attendance is voluntary; and
 - (2) the course, lecture or meeting is not directly related to the employee's job; and
 - (3) the employee does not perform any productive work during attendance.If any one of these criteria is not met, the time must be paid, including applicable overtime.

When employees, on their own initiative, attend an independent school or college course after their scheduled work hours, the time is not hours worked for overtime purposes even if the course is if job-related and the Contractor refunds the tuition and/or program cost.
- d. Overtime Pay For Casual and Temporary Employees:
Casual and temporary employees will be paid one-and-one half times their base hourly rate for any hours worked in excess of 40 in the work week. Those who are required to work on holidays will be paid base pay only.
- e. Overtime Pay for Bargaining Unit Employees:
Overtime for bargaining unit employees is defined by the applicable labor contract.

C. REPORTING PAY AND PARTIAL SHIFT WORK

Employees in grades B-H may be paid one half their scheduled shift at base pay rates when they report for work on their assigned shift and are not put to work, except if no work is available by reason of inclement weather or other conditions beyond the control of the contractor, or if the employee is discharged for cause or voluntarily terminates.

If put to work for a portion of their assigned shift, employees in grades B-H may be paid a minimum of eight hours or a maximum of their regularly scheduled work day at their base pay rate, except if no work is available by reason of inclement weather or other conditions beyond the control of the contractor, or if the employee is discharged for cause or voluntarily terminates.

D. SUBSISTENCE ALLOWANCES

1. Eligible employees assigned to Las Vegas will receive \$12.50 for each day worked at Mercury or \$15.00 for each day worked at the YMP (the YMP Site is beyond Mercury). To be eligible for this subsistence payment, employees must either report to or return from work at the Site, on their own time or using other than government furnished transportation unless required to stay overnight.
2. Subsistence allowances may be paid to employees who are ordered to and do report to such job sites and for whom no work is provided.
3. Employee's from other BSC locations required to stay overnight in Las Vegas will be in official travel status and not eligible for subsistence allowance.
4. Non-bargaining employees who are required to work without a 12-hour break during a 24-hour period and who spend the night at the Site will receive \$10.00 per occasion meal allowance in addition to the above daily subsistence allowances.

E. EVACUATION PAY

1. An employee evacuated temporarily from the employee's assigned work site and for whom no work is provided, but whose services are further required in support of continuing operations, will be paid at his/her base hourly rate up to the employees normal work day, for all hours not worked and which the employee would have normally worked had he/she not been evacuated.
2. If an employee in grades B-H is in an evacuation status and a work status on the same day, the employee will be paid his/her base hourly rate for a combination of the two statuses for a total not to exceed their scheduled hours on that day. The employee shall be paid for any overtime hours due at the employee's applicable overtime rate.

If the employee does not work on the employee's scheduled non-work day while in evacuation status, no payment will be made for that day.

F. EMERGENCY PAY

Employees may be granted emergency leave pay for up to one day when extraordinary circumstances beyond the control of the Contractor preclude normal operations. Leave in excess of one day requires General Manager approval. Examples of extraordinary events include: severe weather, building closures, national emergencies, or other events that may threaten the well being of employees.

G. CALL-IN PAY

Employees in grades B-H who are called in to work after having left their job site at the end of their regular shift to perform work before, but not continuous with, their regular shift may be provided a minimum of four hours' work and if no work is available, four hours' pay. Employees in grades B-H who are assigned to a compressed work week will be paid a minimum of half their normal daily work schedule. If the employee does not work on that day, the hours paid but not worked will be straight time, except on holidays when the applicable premium rate may be paid. Only hours worked will count towards computing overtime.

H. DEATH BENEFIT

1. In the event of the death of a regular employee, the Contractor will pay the surviving spouse or other designated beneficiary, or if there is no surviving spouse or other designated beneficiary, will pay the estate of the deceased, a

lump sum amount not to exceed four weeks at the employee's then-current base or equivalent hourly rate as well as any earned and accrued paid-time off.

2. Upon the death of an employee while travelling on company business or on temporary duty assignment, the cost of preparation and transportation is allowable for the deceased employee, as is the cost of transportation for dependents and the personal effects of the deceased employee. This allowable cost will be from the place of travel assignment or temporary duty assignment to the place of the employee's permanent duty station or equivalent distance. Transportation of dependents is applicable providing the Contractor gave authorization for family members to accompany the employee on temporary duty assignment.
3. Those employees covered by a Collective Bargaining Agreement will receive a death benefit as stipulated in their Collective Bargaining Agreement.

I. REIMBURSEMENT FOR PROFESSIONAL FEES, DUES, LICENSES, AND MEMBERSHIPS

Annually, a plan will be submitted to the contracting Officer for approval that will include information on the anticipated Fees, Dues, Licenses and Memberships charged to the contract. Criteria for Reimbursement – Employees who obtain a professional license, certification or membership will be reimbursed, providing that they obtain prior approval from their immediate manager. Files on all approved expenditures will be maintained by the Contractor in such a manner as to be readily accessible for audit.

J. SHIFT DIFFERENTIAL

Second shift (beginning at or after 1:00pm through 8:59pm) employees receive a shift differential of 6% of the employee's basic hourly rate. Third shift (beginning at or after 9:00pm through 4:59am) employees receive a shift differential of 10% of the employee's base hourly rate.

1. Eligible employees will be paid the shift differential payment only for the day worked on other than an established daytime shift. The shift differential is not included in payment for paid absences such as PTO and holidays. Pay for such absences will be calculated on the base hourly rate.
2. Overtime pay on work days when employees receive shift differential pay will be calculated using base salary plus shift differential.
3. Shift differential pay is allowable as specified by the Collective Bargaining Agreements.
4. Shift changes. Employees in grades B-H who are assigned to a shift without being given 48 hours notice of assignment or shift change may be paid one and one half times their base pay rate for that portion of the newly scheduled shift which does not coincide with the hours of the employee's former shift during the first 48 hours of the new shift.

K. HAZARD PREMIUM
Reserved.

L. PAY FOR TIME NOT WORKED

1. Paid Time Off (PTO). PTO is provided to eligible employees to be used as they wish, e.g., for vacation, illness, personal reasons, or religious observance. With the exception of illness, PTO is to be scheduled in advance and mutually agreed upon by the supervisor and the employee after taking work requirements into consideration. PTO accrues each pay period and may be used as accrued.

Managers are authorized to approve up to 40 hours advance of PTO if the employee does not have sufficient accrued to cover a vacation or other absence. The advance will be offset by future accrual or be withheld from the final pay of a terminating employee.

- a. Regular employees accrue PTO each pay period by the schedule below and are eligible to use PTO as it accrues. No minimum length of service is required.

0<3 years:	128 hours (16 days)
3<5 years:	144 hours (18 days)
5<10 years:	160 hours (20 days)
10<20 years:	184 hours (23 days)
20+ years:	200 hours (25 days)
- b. Part-time employees scheduled to work less than 40 hours per week accrue PTO on a prorated basis. Employees in casual status, temporary or those regularly scheduled to work less than 20 hours per week do not accrue PTO.
- c. Employees will continue to accrue PTO during all paid absences.
- d. Employees will not accrue PTO while in any unpaid employment status.
- e. Use of PTO must be approved by supervisors authorized to sign time records. PTO may be used by employees in increments of one-half hour or more.
- f. Approved holidays occurring during PTO will not be counted against PTO accounts.
- g. Group insurance coverage will remain in force and premium payments will continue to be apportioned between employer and employee on the same basis as during active work time. Participation in the retirement savings plan will continue and contributions will be based on actual eligible earnings while on PTO.
- h. An employee who is disabled may choose to use PTO, if no Disability Sick Leave is available, to supplement short-term or long-term disability benefits, or workers compensation payments to continue full salary replacement for as long as possible.
- i. Upon termination or transfer to another Bechtel or SAIC affiliate the employee's unused PTO balance will be cashed out or transferred to the receiving organization. The funds associated with this cash out or transfer are reimbursable under the contract.

M. DISABILITY SICK LEAVE ACCOUNT

- 1. Employees who transition to BSC as a result of the new contract, will be provided a one-time credit of Disability Sick Leave equivalent to the years of accredited service they bring with them per the transition policy for crediting service. This one-time credit will be placed in their Bechtel SAIC Company Disability Sick Leave. This one-time credit cannot exceed the maximum 175 hours allowed under the plan.
- 2. Employees who transfer in from Bechtel, SAIC or their affiliates will be credited with 35 hours per year of service up to 175 hours.

3. A contribution of 35 hours per year of service will be credited to each full-time regular employee's account on each anniversary of service, to a maximum of 175 hours. A prorated contribution will be made to this account for those employees who are scheduled to work 20-40 hours per week.
4. For BSC rehires with a break in service of 3 years or less, unused DSL account will be reinstated.
5. The Disability Sick Leave account is supplemental to other disability benefits. It will only be available to use if the short-term disability insurance carrier has approved the absence as qualifying for short-term disability.
6. Disability Sick Leave is not a vested benefit to which employees are entitled upon termination or reclassification from regular to casual status. Consequently, the DSL account will not be paid off upon termination, or reclassification.

N. NOTICE OF REDUCTION IN FORCE/LAYOFF

The Contractor shall provide 30 days notice to employees of impending Reduction in Force (RIF)/Layoff. RIF/layoffs of 10 or more employees in a four week period require Contracting Officer approval.

O. PAY IN LIEU OF NOTICE

1. RIF/Layoff

When the Contractor is unable to give advance notice to employees of an impending RIF/layoff, regular employees may be paid up to 30 days pay in lieu of notice in addition to severance pay that may be due. Contracting Officer approval is required. Pay in lieu of notice is not paid upon contract transition.

2. Pay in Lieu of Remaining on Duty After Resignation Notification

When an employee has submitted a resignation, the contractor may give the employee not more than 2 weeks pay in lieu of remaining on duty, with the prior approval of the General Manager.

P. SEVERANCE PAY – NON-BARGAINING EMPLOYEES

In the event of a Reduction in Force (RIF), the Contractor may pay one week base pay to all regular employees with less than one year of accredited service and one week's base pay per year of accredited service to employees with one or more years of service to a maximum of 15 weeks severance pay. Regular part time employees receive prorated severance benefits. (Employees must complete at least six months of accredited service in their final year of employment to receive one week's severance pay for that year.) For the purpose of severance, employees will not receive prior service credit with respect to any period of employment for which that employee previously received severance benefits from his or her prior employer or affiliates of that employer.

Employees who (1) are offered a transfer to another facility, subsidiary, or affiliate of the Contractor, (2) who are offered employment by a successor contractor, (3), who resign, or (4) who are discharged for cause, will not be eligible for severance pay.

Severance pay is not counted as pay or service in calculating retirement benefits.

IV. PAID LEAVE

A. HOLIDAYS

1. Eligible employees will be granted 96 hours of paid holidays each calendar year. Time off with pay is provided at the base pay rate for each of the following holidays:

New Years Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Four (4) Floating Holidays to be used in conjunction with the
Christmas/NewYears shut down

2. When recognized holidays fall on a Saturday, the preceding Friday will be observed as the holiday. When recognized holidays fall on a Sunday the following Monday will be observed as the holiday.
3. To be eligible for holiday pay, the employee must be in paid status on the workday either preceding or following the holiday. No pay will be granted for a holiday which falls on the day preceding the date of employment, nor for a holiday which falls after the last day worked.
4. If a scheduled holiday occurs when an employee is on an approved paid absence (e.g., PTO, jury duty, etc), the employee is entitled to holiday pay and no charge is made against their PTO.

B. DEATH IN IMMEDIATE FAMILY

Time off with pay of up to three days may be allowed for an employee to attend the funeral of a member of the immediate family.

For the purpose of this policy, the immediate family includes children and spouse (or registered domestic partner), parents, grandparents, brother or sister of the employee or spouse, grandchild, mother-in-law, father-in-law, or legal guardian.

Additional time off with pay for travel outside the Continental United States of up to two days may be granted with the approval of the Manager.

C. MILITARY LEAVE

An employee may be granted leave with pay not to exceed 10 working days within a twelve month period to attend active training duty in the Armed Forces Reserve or the Coast Guard Reserve of the United States, the National Guard or the Air National Guard. Pay allowed for such leave will not exceed the difference between the employee's base pay for the period of leave and military pay excluding allowances for housing and subsistence. Employees who are called up for short-term National Guard duty or Reserve emergency duty may be paid up to 5 working days at their base pay rate to meet this commitment. If an employee is called to emergency duty, the contractor will pay up to ½ of the employee's base pay rate to the employee for up to 180 days of active duty. Unpaid leave of absence would apply for the period beyond 180 days.

D. JURY/WITNESS DUTY

Employees who have been called to be selected or to serve on a jury impaneled by a civil authority are authorized time off with pay. Payment shall be the difference between the employee's base pay and any fees provided by the court, excluding travel allowance. An employee who has been subpoenaed to testify as a witness in legal proceedings, other than one in which the employee is a party to the suit, may be authorized time off with full pay. Verification of an employee's attendance at court is required.

E. VOTING TIME

To the extent consistent with, and not in violation of, applicable statutes, the Contractor may grant an employee time off with pay not to exceed (2) hours for the purpose of voting in a duly constituted governmental election. Employees must furnish satisfactory evidence of inability to vote outside regular hours and obtain General Manager approval.

F. WORKERS COMPENSATION

The Contractor may pay an employee "injury time" for absences from work as the result of a job-incurred injury or illness at 100 percent of base pay, unless/until the employee receives statutory workers compensation benefits. When the employee receives statutory workers compensation benefits, the Contractor may supplement these benefits with the "injury time" up to 75 percent of base pay, not to exceed six (6) months or 26 weeks for the date of injury. Once an employee qualifies for statutory workers compensation benefits, injury time paid at 100 percent will be adjusted retroactively to the 75 percent level as a supplement to the statutory benefit.

Employees may supplement statutory workers' compensation benefits, including "injury time," up to 100 percent of net pay with their Disability Sick Leave or PTO. The DSL account can be used on the first day of absence if the absence is the result of a work-related injury (as defined by applicable Workers Compensation regulations). In such cases, payments to the employee from the DSL account will be reduced by the amount of Workers Compensation benefits for which the employee is eligible, even if the employee fails to file a Workers Compensation claim.

V. UNPAID LEAVES OF ABSENCE

Leaves of absence without pay may be granted to regular employees for the reasons stated below. The employer payment of group insurance costs which continue in effect through the end of the month in which the unpaid leave of absence begins is an allowable cost. The Contractor will comply with any legal requirement to offer such leaves as well as internal policies and procedures related to eligibility, length of leave, benefit eligibility and premium payments.

A. PERSONAL LEAVE

Personal leave may be granted to regular employees. Group insurance coverage (COBRA) may continue if the employee elects to pay the premiums. Service credit accrues during personal leave. Retirement service credit does not accrue.

B. EDUCATIONAL LEAVE

Educational Leave may be granted to a regular employee to pursue higher education goals. Such leave may not exceed 2 years. Group insurance coverage (COBRA) may continue if the employee elects to pay the premiums. Service credit accrues up to a maximum of 2 years. Retirement service credit does not accrue.

C. CIVIC LEAVE

Civic leave may be granted to a regular employee to voluntarily serve in government activities, elected office, or appointed government positions. This leave may not exceed one year. Such leave may be extended with the prior approval of the Contracting Officer. Group insurance coverage (COBRA) may continue if an the employee elects to pay the premiums. Service credit accrues for the authorized period of the leave. Retirement service credit does not accrue.

D. MILITARY SERVICE

Military leave without pay may be granted to regular employees who serve on active duty for an extended period of time with U.S. Armed Forces. This leave is normally for the length of military service plus 90 days. Group insurance coverage (COBRA) may continue if the employee elects to pay the premiums. Service credit accrues normally, up to a maximum of five years. Retirement service credit does not accrue except as required by law.

Employees called to active military duty under presidential or congressional order, will receive up to one-half of their base pay rate for at least 180 days after their call to active duty. Employees may use earned and/or accrued PTO to extend this 180 –day period. In no instance will Contractor payments of salaries or wages and pay received for active military duty exceed employee's base pay rate earned prior to the call to active duty. For these purposes, active duty pay includes base pay, all specialty pay, and all allowances except subsistence, travel, and uniform allowances. The cost for providing enrolled benefits for dependents for a period of 180 days will be allowable. Employees will continue to accrue credited service for pension during the 180-day period.

E. MEDICAL LEAVE AND FAMILY MEDICAL LEAVE

For leaves of 90 days or less, leaves for medical reasons, and leaves under the Federal Family and Medical Leave Act, insurance premium payments will continue to be apportioned between BSC and the employee on the same basis as during active work time. During medical leaves of more than 90 days group insurance coverage (COBRA) may continue if an employee elects to pay the premium. Service credit accrues for the authorized period of the leave. Retirement service credit does not accrue.

VI. BECHTEL SAIC COMPANY PERSONNEL LOANED TO OUTSIDE ORGANIZATIONS

With the prior approval of the Contracting Officer, the Contractor may temporarily assign Bechtel SAIC employees to locations and organizations other than their assigned organization. Such assignments may be to federal, state, and local government, non-profit organizations, private sector partners, or other customers. Such assignments will be in the best interest of the DOE and the Contractor. The term of these assignments will be determined to best meet the needs and obligations of the specific request but normally will be two years or less. Up to 100 percent of the cost of the assignment to the Contractor may be reimbursed. The terms and conditions of cost reimbursement will be spelled out in the approval letter.

The above provision does not apply to BSC employees loaned to other affiliate DOE contractors on an intermittent basis.

Employees on temporary assignment will remain employees of Bechtel SAIC Company, LLC.

VII. LABOR RELATIONS

The Contractor will respect the right of employees to organize, form, join or assist labor organizations, bargain collectively through representatives of the employees own choosing, and to engage in other concerted activities for the purpose of collective bargaining and also the right to refrain from such activities.

Costs of wages and fringe benefits to employees represented by collective bargaining units and all other costs and expenses incurred pursuant to the provisions of collective bargaining agreements and revisions thereto are allowable costs.

The Contractor shall meet with the Contracting Officer for the purpose of reviewing the Contractor's bargaining objectives prior to any negotiation concerning any collective bargaining agreement or revision.

The Contractor shall promptly advise the Contracting Officer of labor relations developments involving the Contractor and/or any sub-contractor on a government owned or operated site which appears likely to lead to a work stoppage or appears to involve: the National Labor Relations Board at any level; recourse to procedures under the Labor Management Relations Act of 1947, as amended, or other Federal or State labor law, or any grievance which reasonably may be expected to be referred to arbitration.

VIII. GROUP INSURANCE

Employer paid and optional plans have been approved by DOE and are governed by DOE Order 350.1.

A. LEGALLY REQUIRED BENEFITS

All legally required benefits, such as Old Age, Survivor's and Disability Insurance, Unemployment Compensation and Worker's Compensation and Employer's Liability Insurance, are allowable costs. Any major changes to the above requires the approval of the Contracting Officer.

All contractor regular employees who are regularly scheduled to work 20 hours or more per week are eligible to participate in BSC's benefits plan, as outlined below.

B. MEDICAL FACILITIES AND HEALTH SERVICES

1. The cost of providing periodic, and termination physical examinations and associated medical services to employees may be allowed under a plan approved by the Contracting Officer. The cost of associated medical services shall be limited to immunization, inoculation, and emergency treatment, except as otherwise approved by the Contracting Officer.
2. The reasonable costs of establishment and operation of job site medical facilities, air evacuation (military and civilian), and the reasonable costs of medical care with medical doctors on call twenty-four hours per day, seven days per week are allowable for employees. Services will be available when en route between established point of origin and the job site and while on official travel status or authorized leave.
3. Employees may be paid at their base pay rate for time spent during regular working hours in receiving the above medical and health services when furnished or required by the Contractor.
4. Personal protective equipment may be provided by the contractor at no cost to those employees exposed to possible health and safety hazards arising from operational requirement..

C. GROUP HEALTH AND WELFARE PROGRAMS

1. The employee benefit plans and related costs are approved by the Contracting Officer for application to employees working on this contract and are reimbursable. Annually, the Contractor will provide the Contracting Officer, with a detailed breakout of estimated plan costs and premiums for the upcoming plan year. In addition, any change in benefits or benefit plan design must be submitted to the Contracting Officer for approval at least 90 days prior to the implementation of such change.
2. Group health and welfare plans include the following: Medical (PPO and HMOs), Dental, Vision, Short-term Disability, Long-term Disability, Basic Accidental Death & Dismemberment Insurance, Voluntary Personal Accident Insurance, Basic Life Insurance, Supplemental Life Insurance, Dependent Life Insurance, Business Travel Accident Insurance, and Health Care and Dependent Care Flexible Spending Accounts. Details of these plans are included in the appropriate Summary Plan Description or insurance contract on file with the Contracting Officer.
3. Retiree medical continuation plans will be offered to eligible employees in accordance with plans on file with and approved by the Contracting Officer.

D. RETIREE MEDICAL BENEFITS

Employees pay the full cost of retiree medical, except for active TRW employees who transition to BSC on February 12, 2001 and who are age 50 or older on that date. These grandfathered employees will receive the subsidy available to them on that date based upon the formula in the TRW retiree medical plan on that date. The Contractor contribution to the cost of the plan for former TRW employees eligible under the predecessor contract is based on years of service, but will never be more than the actual plan cost.

At time of contract expiration or termination, an actuarial calculation will be performed by the Contractor, valuing the liabilities of those retirees with DOE contract service. If the parties agree on a lump sum amount, the retiree liability can be settled by a lump sum payment to the Contractor thus dissolving this liability. If the parties cannot agree on an amount, two options may be implemented: 1) transfer liability to the replacement contractor or 2) implement the pay-as-you-go option that will continue until all liabilities are met or until a settlement can be reached, whichever occurs first.

IX. RETIREMENT PLANS

All retirement plans are governed by the requirements of DOE Order 350.1. Reports shall be provided to DOE within ten months following close of the plan year. The final accounting period shall end with the date of contract termination.

The Contracting Officer will be provided with a copy of the plan documents, summary plan descriptions, and other documents and policies used to administer the plans.

All plans will be administered in accordance with the plan documents, and IRS and DOL statutory regulations. All changes are subject to Contracting Officer approval.

A. Background

The contractor may sponsor three retirement plans: (1) a contractor-paid, noncontributory defined benefit pension plan for all former non-bargaining TRW employees transitioning to BSC on February 12, 2001, and (2) a partially matched non-bargaining 401(k) plan (which includes a discretionary contribution component that is available to all non-bargaining employees except those eligible to participate in the defined benefit pension plan), and (3) a bargaining unit 401(k) plan for the bargaining unit that has no company match (collectively "the Plans").

B. Funding

The DOE agrees to reimburse for the contract term the contractor retirement plan contributions on behalf of those contractor employees performing services pursuant to the prime contract.

1. Annual contributions to fund the defined benefit pension plan shall be limited by the greater of:
 - a. the minimum contribution required by Section 302 of the Employee Retirement Income Security Act (ERISA), or
 - b. the amount estimated to eliminate the unfunded current liability, if any, as projected to the end of the plan year. The term "unfunded current liability" shall refer to the unfunded current liability as defined Section 302(d)(8) of ERISA. Contributions above the minimum shall require approval by the Contracting Officer.
2. If this policy causes a temporary, technical inconsistency with the CAS, the Contractor shall immediately notify the cognizant Contracting Officer and Chief

Financial Officer. The Contractor shall have recourse to the cost principles found at FAR 31.205-6(j) (1), (2) and (3) and shall avoid penalties on that basis.

3. Matching Contributions (4%) and Company Contributions (2-5% discretionary contribution component) by BSC to the non-bargaining 401(k) program will be allowable under the Contract.
4. If implemented, costs for administering the bargaining unit 401(k) program will be allowable under the Contract.

- C. Termination of the Retirement Plans
The Contractor shall not terminate the retirement plan(s) without the approval of the Contracting Officer.

The Contracting Officer shall be advised of any partial plan termination due to a reduction of employment as soon as practicable after the qualifying event.

If the Contracting Officer authorizes a total plan termination, the Contractor shall submit to the Contracting Officer a plan termination proposal that includes the amount estimated to satisfy all plan liabilities. The Contracting Officer shall provide written instructions to the Contractor after reviewing the proposal as to the approved plan of action. If the Contracting Officer instructs Contractor to terminate the Plans, plan assets and the return on those assets in excess of plan liabilities and termination costs shall revert to the DOE. In the event plan assets are insufficient to meet termination liabilities and costs, DOE shall authorize the Contractor to draw down under its Contract letter of credit the amount necessary to cover such liabilities and reasonable costs associated with plan termination actions.

1. In the event the Contract is terminated without a replacement contractor, the Contractor shall be responsible for termination of the Plans in accordance with the paragraph above.
2. If the operations at the Site continue but the Contract passes to a replacement Contractor who will become the sponsor of the Plans, the Plans' and their related assets and liabilities shall pass to the replacement Contractor. The incumbent Contractor shall assist the replacement Contractor in completing all legal documentation and transferring all required information.
3. The parties agree that any disposition of assets or liabilities upon contract termination or plan termination shall be consistent with applicable federal laws and shall be subject to such rulings and approvals from federal agencies as may be required by law or deemed prudent by Contractor or the DOE.
4. If either or both of the Plans incurs a federal excise tax resulting from any action or inaction of Contractor or its deputies or fiduciaries, Contractor shall pay such excise tax. If either or both of the Plans incurs a federal excise tax resulting from any action or inaction of DOE or its deputies, DOE shall pay such excise tax.

X. EMPLOYEE PROGRAMS

A. Recreation and Employee Morale

1. The Contractor may contribute to the recreational and morale-building program the sum of Twenty dollars (\$20.00) times the number of regular employees on the Contractor's payroll on April 1 and October 1 of each year. This includes activities such as participation in diversity events morale building programs and other programs consistent with the allowable cost clause of this contract. Contractor will submit a Recreation and Employee Morale Plan for approval by

the Contracting Officer. Following approval of the overall plan, annual budgets will be submitted.

2. The Contractor is authorized to maintain established programs such as employee counseling and in-house employee publications.
- B. Employee Recognition Awards
The Contractor will submit for Contracting Officer approval any employee recognition award programs such as Employee Recognition Program, Service Awards, Retirement Awards, Suggestion Awards, Invention Awards, etc.
- C. Safety Programs
The cost of providing Safety Programs as required by the Department of Energy or approved by the Contracting Officer shall be allowed in connection with work performed under the Contract.
- D. Food Services, Housing, and Camp Facilities
The net cost to the Contractor of operating cafeterias, dining rooms, canteens, and providing food, housing, laundry services, custodial and janitorial services, and camp facilities in connection with the performance of work under this Contract, and such other services as may be required or approved by the Contracting Officer shall be allowable cost to the Contract.
- E. Substance Abuse Program
The Contractor shall maintain a Workplace Substance Abuse Program as required by DOE Order 350.1. This program will conform to 10CFR 707 and/or other Federal regulations applicable to this contract. It will be submitted to the Contracting Officer for approval of the program plans and budget.
- F. Employee Assistance Programs
The Contractor shall submit to the Contracting Officer for approval the program plans and budget for the following Employee Assistance Services: crises intervention, consultation, counseling and referral to address a range of medical, mental, emotional and personal problems of employees, particularly those that affect job performance.
- G. Telecommuting
The Contractor may offer telecommuting (working from an office other than Company offices) to selected employees. The program shall be subject to Contracting Officer approval.
- H. Employee Dispute Resolution
All non-bargaining employees shall participate in an Employee Dispute Resolution program which provides a means of resolving any employee employer disputes through a four step process. It will not preclude the use of the OCRWM concerns program, EEOC or the Human Rights Commission. The plan will be submitted to the Contracting Officer for approval. DOE accepts this program as one of the vehicles for employees to pursue concerns. All costs related to implementation of employee disputes resolution program are allowable.
- I. Community Programs
BSC shall actively involve the community in its programs and likewise will contribute to selected community programs for purposes of promoting the Yucca Mountain Project and programs. Costs for such involvement will be allowable cost to the contract.
- J. Commuting Benefits

Contractor may provide non-taxable commuting benefits as defined by IRS guidelines for transportation passes to employees working in the Washington, D.C. area, remaining consistent with DOE employees receiving commuting benefits in Washington, D.C.

- K. Employee Communications
The Contractor is authorized to develop and implement employee communication programs such as in-house employee publications, diversity awareness programs, and other employee awareness programs and training (e.g. ethics, time charging, sexual harassment training, etc.).
- XI. TRAVEL, RELOCATION AND TEMPORARY ASSIGNMENT
 - A. Travel, Relocation and Temporary Assignment
Policies and associated costs must be approved by the Contracting Officer. Such policies will be in accordance with the Federal Acquisition Regulations.
 - B. Official Foreign Travel
The Contractor shall comply with DOE Order 551.1A, Official Foreign Travel, and OCRWM guidelines for approved travel (whether wholly or partly on official business), from the U.S. to a foreign country.
- XII. RECRUITMENT
 - A. Recruiting Costs
The reasonable and necessary cost incurred for the recruitment of personnel will be allowed. Costs may include, but are not necessarily limited to, advertising in newspapers and technical journals, preparation of recruiting materials, and travel for recruiting personnel and technical representative.
 - B. State and Nonprofit (No-fee) Minority Agencies
The Contractor will, to the maximum extent feasible, utilize the services of the local State and nonprofit (no-fee) Minority Agencies in the recruiting of personnel and will provide those agencies with current listings of job openings for which outside recruiting is being conducted.
 - C. Other Recruiting Methods
The Contractor may utilize employment agencies or employment consultants in the recruiting of personnel and may travel to educational institutions, attend job fairs, or sponsor "Open Houses" in special recruitment areas and invite prospective employees whose skills are in short supply to the point of hire and/or permanent duty station for a pre-employment interview.
 - D. Physical Examinations
The reasonable costs of employment physical examinations for new hires, rehires, and employees returning to work after an absence of more than five days due to illness or injury, including substance abuse testing, are allowable.
 - E. Pre-employment Verification Standards
The reasonable cost of pre-employment personnel investigations are allowable under this Contract. All costs associated with the processing of a security clearance where the Contract requires the employee to have such clearance, are allowable under the Contract.
 - F. Cooperative Education Student Employment
 - 1. The Contractor may implement a Cooperative Education Program (CEP) to recruit potential long-term technical, professional, or administrative employees.

2. The administration of Cooperative Education Student Employment will be in accordance with a plan filed with the Contracting Officer.
 3. Travel and Relocation Allowances
Co-op employees whose Contractor work locations are more than 100 miles from their schools may be reimbursed for public transportation or automobile mileage for the most direct route. Reimbursement will not exceed the equivalent of least cost economy airfare. Enroute expenses and up to five days' settling-in expenses, up to the maximum per diem rate may be authorized upon arrival at the work location.
- G. Summer Student Employment
Travel and relocation allowances for summer student employees may be paid in accordance with paragraph F.3, above.

XIII. TRAINING

A. Annual Training Plan

Annually, the Contractor shall submit their Fiscal Year Training Plan for Contracting Officer approval. This plan will include the Contractor's training requirements, objectives and estimated costs as established through a needs assessment process. Prior to this annual submittal, DOE will notify the Contractor of DOE OCRWM guidelines, established through requirements of DOE Order 350.1, applicable laws and directives.

B. Employee Education Tuition Assistance Program (EETAP)

1. Regular non-bargaining employees who are active or on medical/family leave on the course start date and through the completion of the course, are eligible.
2. Courses must be related to the employee's job duties or directly related to the mission of the contractor and DOE. In addition, these courses must be offered by an accredited school, college or institution.
3. The Contractor may reimburse for eligible costs, up to the amount of similar charges for courses provided by a local state-supported university, less financial assistance for other sources (grants, assistantships, fellowships, scholarships, VA assistance, etc.) when the employee achieves a grade of C or better, or "Pass" in a pass-fail course. Where essential training is not provided locally or where business-related schedule conflicts exist, the full amount of charges beyond the local state-supported university costs may be reimbursed on an exception basis. The Contractor may provide a maximum of \$4,000 per employee each fiscal year. The employee must furnish records of course completion and eligible costs incurred.
4. Eligible costs include in-state tuition, required textbooks, applicable state and local taxes and required direct charges billed by the institution for instruction, such as laboratory fees, initial registration fees, and health fees.
5. Ineligible costs include late charges, equipment, tools, general supplies, supplemental non-required textbooks, medical insurance, out-of-state tuition premiums (except under special circumstances), tuition for courses that are audited, and parking fees.

XIV. SUSPENSION OF ACCESS AUTHORIZATION

If the access authorization of an employee is suspended by direction of the Contracting Officer or Contractor, the Contractor shall transfer the employee to work not requiring access if such work is available. If a Contractor determines no work is available in an uncleared area to which the employee may be transferred, the Contractor shall prepare a written report for the concurrence of the Contracting Officer, setting forth the reasons for the determination. Subject to Contracting

Officer concurrence with such determination, the Contractor shall place the employee on leave with pay at their base compensation until the employee is notified in writing of the Hearing Officer's recommendation. If the Hearing Officer recommends revocation of access authorization, the employee shall be placed on leave without pay. If the Hearing Officer recommends continuation of access authorization, payment of the base wage shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710.

If the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by the employee in the position from which transferred, and such compensation shall continue until the employee is notified in writing of the Hearing Officer's determination. If the Hearing Officer recommends revocation of access authorization, compensation will be adjusted to the rate applicable to the job being performed. If the Hearing Officer recommends continuation of access authorization, the base wage previously received shall be continued until final disposition of the case under Departmental procedures, 10 CFR Part 710. If at any stage of the access authorization procedure following a suspension, the employee's access authorization is reinstated and they return to work in the same or comparable position the employee shall be reimbursed for net loss of base earnings during the period of suspension.

If the access authorization of an employee is suspended by DOE, compensation will be allowable in accordance with the provision of DOE Order.